



# ***The West Bengal Power Development Corporation Limited***

*(A Government of West Bengal Enterprise)*

Corporate Identity No.:U40104WB1985SGC039154

**BANDEL THERMAL POWER STATION**

Tribeni, Hooghly-712503

**Office of The General Manager**

Ph. No.: 033-2684 6369, Fax No.-033- 2684 6151

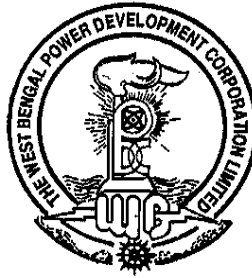
Email: [pchakraborty@wbpdc.co.in](mailto:pchakraborty@wbpdc.co.in)

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## **The West Bengal Power Development Corporation Limited**

### **Bandel Thermal Power Station**

#### **Office of The GM, BTPS**



**TENDER CELL- BTPS**

**Notice Inviting Tender**

## **Sub: Procurement of Grinding Ring Set and Grinding Ring Balls for maintenance of EL-76 Pulverisers at B&A (1-4) Units for BTPS, WBPDC**

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**Registered & Corporate Office:**

*'Bidyut Unnyan Bhavan', Plot – 3/C, LA – Block, Salt Lake City, Sector – III, Kolkata – 700 098*

\*Phone : 033-2335-0445/2335-0571/2339-3100 Fax : 033-2339-3286/2335-0516\* website : [www.wbpdc.co.in](http://www.wbpdc.co.in).

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**TENDER DOCUMENT**

**NIT No.: WBPDCCL/Tend-Adv/CC/14-15/74/BTPS**

**Date: 14.08.2014**

**Ref. No. BTPS/P-32/B&A (1-4) /2014-15/ 81**

**Dated:11.08.2014**

**TENDER DOCUMENTS FOR SUPPLY AND DELIVERY OF GRINDING RING SET AND GRINDING RING BALLS FOR MAINTENANCE OF EL-76 OF 1-4 UNITS AT BTPS, WBPDCCL**

<b>Last Date/Time for Sale of Tender papers</b>	:	Upto 26.08.2014 except Saturday, Sunday & Holidays between 10:30 hrs to 13:30 hrs
<b>Date &amp; Time for pre-bid discussion</b>	:	14:30 hrs on 02.09.2014
<b>Last Date &amp; Time for Submission of Tenders upto</b>	:	13:30 hrs on 09.09.2014
<b>Opening of Earnest Money(part-I) and Qualifying requirement &amp; Techno-Commercial bid (Part-II)</b>	:	14:30 hrs on 09.09.2014. If the date of tender opening becomes holiday, tender will be opened on next working day.
<b>Opening date &amp; time of Price bid(Part-III)</b>	:	To be intimated in due course
<b>Cost of Tender Document (non refundable)</b>	:	Rs. 3,000/- (to be deposited in cash)

Issued to:

M/s.....  
.....  
.....  
.....

- Encl:** a) Tender document (Section -I to Section – IV)  
b) Price bid format (Annexure – I)  
c) B.G format (Annexure – II)

**TANMOY BHADURI**  
**Sr. Manager (Store & Purchase)**  
(Signature of the Issuing Authority)

**SECTION: I**

**NOTICE INVITING TENDER**

**Sub: Procurement of Grinding Ring Set and Grinding Ring Balls for maintenance of EL-76 of 1-4 units at BTPS, WBPDC**

Tender is hereby invited by the General Manager (BTPS) WBPDC for the Procurement of Grinding Ring Set and Grinding Ring Balls for maintenance of EL-76 of 1-4 units at BTPS, WBPDC, through press tendering from eligible and resourceful organization of having sufficient credential and financial capability for execution of works of similar nature.

**Information to Bidders:** This is a 3 (three) part bidding system containing Earnest Money (Part – I), Qualifying Requirement & Techno-Commercial (Part – II) & Price Bid (Part – III). The same will be received and evaluated WBPDC, BTPS from technical and financial point of view to make a selection in the best interest of WBPDC, BTPS for the complete job along with supply of materials covered under the tender document

**1. Pre-qualification (PQR) for participation:**

- a. IT, ST, PT Clearance Certificates as applicable, PF Registration Certificate, ESI and P.F Code Number or suitable certificate bearing exemption to any or all of above from competent authority. Legible photocopies of all documents duly attested are to be submitted along with the tender. Original copies of documents are to be produced on demand. Name and signature of duly attested by the competent person to be submitted for office use.
- b. The supplier shall essentially have their own manufacturing unit. Credential Certificate of satisfactory completion of delivery, as well as performance of grinding ring & ball of EL-76 Pulverizers (Ball & Race Mill) are required to be enclosed along with the offer. Status of the organization with documentary evidence is to be furnished
- c. Audited balance sheet for last three years.
- d. The Bidder shall fulfill the requirement satisfactorily as stipulated under and submit documentary evidences as applicable. Any Bid which is incomplete, ambiguous, or not in compliance with the terms & conditions as laid down in the Bid Document is liable to be rejected.
- e. Has manufactured & supplied Grinding Ring & Ball set during last 07 (seven) years (as on the date of bid opening) as per the following:
  - i) One similar executed order having value not less than Rs.150.00 Lac.  
OR
  - ii) Two similar executed orders having value not less than Rs.100.00 Lac. each  
OR
  - iii) Three similar executed orders each having order value not less than Rs.50.00 Lac.
- f. Has adequate financial stability and status to meet the financial obligations pursuant to the works covered in the Bidding Documents. The Bidders shall submit copies of their annual report including profit and loss account and audited balance sheet for each of the last three (3) financial years i.e. up to FY 2012-13.
- g. Has a minimum annual turnover of Indian Rupees 3 Crore each of the last three financial years. Bidder shall provide satisfactory evidence for the same.
- h. Has an adequate design, manufacturing and/or fabrication capability including In-house Testing facility including Chemical, Physical & NDT and capacity available to perform the work properly and expeditiously within the time period specified.

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- i. Has established quality assurance systems and organization designed to achieve high levels of equipment/system reliability, both during his manufacturing and/or fabrication.
- j. The Bidder shall submit along with his bid a list of major similar supply of executed/being executed continuously by him during last 7 years giving detailed particulars such as quantity, Size, contract value, name of the Owner, year of commissioning, etc. Bidder shall provide satisfactory evidence for the same.
- k. Bidder shall strictly comply with the 'Delivery' schedule as detailed elsewhere in this document. Bid shall be rejected in case of any departure in this regard.
- l. Evaluation of WBPDCCL shall be based on the information submitted by the bidder in response to these documents. WBPDCCL reserves the right to reject any tender if a bidder is found to be qualified by giving incorrect or false information.
- m. The Owner, at its discretion, may ask the Bidder to furnish the original copies of the documents submitted with bid or any other relevant documents for its scrutiny during evaluation of Bidder's bid.
- n. Tender papers are not transferable. Cost of Bidding Documents is Nonrefundable.
- o. The offer must accompany the Earnest Money as indicated above failing which it will be summarily rejected. Any offer received after the expiry of the time prescribed for receiving completed tenders, will not be considered.
- p. The WBPDCCL reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever. The WBPDCCL is not necessarily bound to accept the lowest offer.
- q. Issuance of bidding documents will not be construed to mean that such Bidders are automatically considered qualified.
- r. All conditions of job as per this tender document should be abided by. Scope of work which has been indicated to be strictly maintained as per tender.
- s. Payment terms shall specifically be mentioned in the tender, deviation of payment terms may not be accepted.

### 2. Schedule of Dates:

<b>Last Date/Time for Sale of Tender papers</b>	:	Upto 26.08.2014 except Saturday, Sunday & Holidays between 10:30 hrs to 13:30 hrs
<b>Date &amp; Time for pre-bid discussion</b>	:	14:30 hrs on 02.09.2014
<b>Last Date &amp; Time for Submission of Tenders upto</b>	:	13:30 hrs on 09.09.2014
<b>Opening of Earnest Money(part-I) and Qualifying requirement &amp; Techno-Commercial bid (Part-II)</b>	:	14:30 hrs on 09.09.2014. If the date of tender opening becomes holiday, tender will be opened on next working day.
<b>Opening date &amp; time of Price bid(Part-III)</b>	:	To be intimated in due course
<b>Cost of Tender Document (non-refundable)</b>	:	Rs. 3,000/- (to be deposited in cash)

**SECTION-II**

**INSTRUCTIONS TO BIDDERS**

**1. Collection of Tender Documents:**

Tenders are to be collected from the Office of Sr. Manager (S&P), BTPS after the payment of necessary cost of the tender paper. This is the only mode of collection of tender documents. Details of submission procedure are given below.

**2. Earnest Money:**

- a. The tender must be accompanied by Earnest Money deposit of Rs. 3,00,000.00 (Rupees three lac only) in the form of Demand Draft/Banker Cheque (on any Bank approved by the RBI). The D/D or Banker cheque shall be drawn in favour of “ The West Bengal Power Development Corporation limited, BTPS” on State Bank of India, Tribeni branch (00225). Physical submission of EMD document is to be done at S&P department at BTPS. NSIC/SSI units are exempted from deposition of EMD in form of D.D/B.G. In case of NSIC/SSI, photocopy of valid Certificate (Current) should be submitted as an Exemption Document.
- b. The Earnest money of the successful Tenderer/Tenderers will be converted into initial Security Deposit & will be adjusted with total Security deposit as will be applicable. The Earnest Money is liable to be forfeited if the successful tenderer fails to execute the contract. Tenders submitted without Earnest Money shall be deemed to be incomplete and will be cancelled and no exemption in payment of Earnest Money will be allowed.
- c. No interest will be payable by WBPDCCL on the above Earnest Money Deposit. Earnest Money of the unsuccessful tenderers will be refunded on request to them in due course after finalization of the order. For return of EMD, the bidder will have to apply for the same to BTPS, WBPDCCL giving the reference to NIT No., date of tender, amount and mode of Earnest money deposit-all in a complete form. However, the EMD of the successful bidder will be returned, after completion of the supply of items.
- d. The WBPDCCL reserves the right of forfeiture of Earnest Money deposit in case the tenderer after opening of tender withdrawn, amends, impairs, derogates or revokes his tender within the validity period or extension thereof.

**3. Pre-bid Discussion:**

Should there be any discrepancy or, any doubt or obscurity in the meaning of any of the clauses of the Bid Documents or, if there be any query of the intending Bidder, the Bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBPDCCL, as soon as possible but not later than three (3) days before the date fixed for pre-bid discussion. All such queries will be clarified during pre-bid discussion. The elucidation given in pre-bid discussion shall be final and binding on the bidder. Party/parties not attending the discussion shall also be under purview of the modification/addendum if any and it would be the responsibility of the party/parties to collect the papers containing the modification/addendum and submit tender accordingly.

**4. Submission of Tenders:**

**General process of submission**

- 4.1 All separately sealed envelope covers containing necessary documents shall have to be suitably superscribed as EMD/Qualifying Requirement & Techno-Commercial Bid/Price Bid as the case may be and shall bear reference to the name of the work and notice inviting tender (NIT).
- 4.2 The tender containing three separately sealed envelopes i.e. EMD (Part – I), Qualifying Requirement & Techno-Commercial bid (Part – II) and Price Bid (Part – III) shall be sealed in one envelope marked tender documents (three parts) and shall bear reference to the name of work and NIT. The sealed envelope must be submitted at the above office within the prescribed date and time.

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- 4.3 The tender may be submitted by post/in person/through courier service at the above office. Tender submitted by Fax/Email will not be accepted. Tenders received after the due date and time will not be considered. The original copies of the DD/BG, towards Earnest Money Deposit should be submitted in a sealed envelope mentioning to the Sr. Manager (S&P), BTPS, P.O-Tribeni, Dist.- Hooghly.
- 4.4 All the costs and expenses incidental to the submission of the tender, discussions, conferences, if any, shall be to the account of the tenderer irrespective of whether the tender is accepted or not and WBPDCCL will not bear any liability whatsoever on such costs & expenses.
- 4.5 The tender once submitted by a tenderer shall become the property of WBPDCCL and WBPDCCL will have no obligation to return the same to the tenderer. . If the bidder fails to submit the original copies within the due time his tender will not be opened and his bid will stand rejected.

## **5. Submission of Non-Statutory Documents**

*Following documents are to be submitted along with the Bid:-*

### **i. Certificates:**

- a) Professional Tax (PT) Clearance Certificates and IT PAN valid up to the date of opening of the tenders. Application for such clearance addressed to the competent authority may also be considered. IT, Service Tax, PT Clearance Certificates as applicable, PF Registration Certificate, ESI and P.F Code Number or suitable certificate bearing exemption to any or all of above from competent authority.
- b) VAT Return Certificate of the last quarter of the previous financial year. Number or suitable certificate bearing exemption to any or all of above from competent authority.
- c) The bidder must have valid Sales Tax/VAT, clearance certificates. or suitable certificate bearing exemption to any or all of above from competent authority. Number or suitable certificate bearing exemption to any or all of above from competent authority.

### **ii. Company Details :**

- a) Valid Registered Deed for the Firm / Consortiums from Registrar of Assurances, and application for registration will not be considered. However in cases where the applicant is yet to receive registration certificate from , the applicant is to submit an affidavit along with the application pledging that “the registration certificate of the Consortium/Partnership firm would be submitted before the Tender Inviting Authority before the acceptance of his bid by the competent authority in case he is found lowest.” If he fails to submit the registration certificate within the stipulated time, his bid will not be accepted till the submission of the certificate. In case of inordinate delay in submitting the document his bid is liable to be rejected and his EMD deposited will stand forfeited to Government. Any change in the constituents of the consortium/ firm should also be registered from the Registrar of Assurances prior to the date of application of tender otherwise his bid will be rejected.
- b) Trade License for Proprietorship Firms.
- c) Memorandum of Articles for Limited Companies.
- d) Society Registration, Audit report, ARCS Certificate and Bye-Laws for Cooperative Societies.

### **iii. Balance Sheet:**

Audited Balance Sheets of last three financial years (2011-2012, 2012-2013 & 2013-2014) with auditor's certificate regarding annual turnover from business in each year. Bidders whose annual turnover is less than 1 Crore shall need to submit payment certificates obtained from clients and IT submission certificates for the corresponding years if audited balance sheets are unavailable.

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**Note : Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection.**

**6. Deviations**

Bidders are not allowed to take any deviation from the principal requirements of the Techno-commercial Specifications. Any deviations, if taken by the Bidder shall run the risk of being the tender declared as non-responsive by the Owner.

**7. Commercial Terms & Conditions:**

- a) Performance Guarantee: Party shall have to furnish BG of 10% value of the order in lieu of performance guarantee, which will remain valid upto 18 months from the date of dispatch of the last set. The materials shall be guaranteed for a life of 5,000 (four thousand) working hours for trouble free service. The material shall be replaced free of cost, in case of failure within 2,000 (two thousand) working hours. The grinding rings & balls individually or in combination shall have to be guaranteed for a working life of 5000 performed running hrs. In case of premature failure of any ring and / or balls, the manufacturer shall be liable to replace the same / refund the cost of the ring and/or ball to WBPDCCL on the basis of the following stipulations:-

Sl. no.	In case of failure within Performed running hrs. as mentioned below	Replacement/Refund	Remarks
a.	Within 2000 hrs.	Free replacement	Refund shall have
b	Between 2001 to 2500 hrs	45 % cost refund	Refund shall have to be made on the material value only i.e. on Ex-works price
c	Between 2501 to 3000 hrs	35 % cost refund	-do-
d	Between 3001 to 3500 hrs	20 % cost refund	-do-
e	Between 3501 to 4000 hrs	15 % cost refund.	-do-

- b) Security Deposit: On receipt of order, an amount of 1% of the total ordered amount shall be deposited as security deposit in the form of Bank guarantee (BG) in the prescribed format of BTPS from any Nationalized Bank/ Schedule commercial Bank valid till expiry of the supply period with a claim period of another six months from the date of completion of the supply of materials. The BG shall be submitted within 30 (thirty) days from the date of receipt of P.O. The earnest money will be converted into initial security deposit and will be adjusted with total security deposit accordingly. If the contractor fails to fulfill the agreement of the contract their claims whatsoever, including BG as security deposit shall be forfeited. Such security deposit shall, however be, refundable after successful completion of the supply.

c) Terms of Payment:

- i) 100% payment for each consignment will be released against bill after receipt of the consignment at BTPS site and after its acceptance at stores ( i.e. against S.R.V.).
- ii) Payment of the 1<sup>st</sup> consignment will, however, be released after receipt of 10% Bank guarantee as mentioned above under 'Performance Bank guarantee' clause and after receipt of guarantee certificate for guarantee life.
- iii) Part payment against part delivery will be allowed and within the specified delivery period.

**8. Delivery Period:**

- a.) Delivery of the materials are to be affected at BTPS stores in maximum of two (02) nos. of batches with 4 nos. of grinding ring set & 144 nos. of grinding balls per batch within total four (04) months from the date of issuance of P.O.

- b.) Commencing from two (02) months from the date of issuance of order, thereafter the 2<sup>nd</sup> batch will be delivered within two (02) months after the supply of 1<sup>st</sup> batch.

**9. Opening and Evaluation of Tender:**

**a.) Opening of Tender:**

- i) Technical proposals for those tenders whose original copies of DD/BG towards EMD have been received will only be opened. Proposals corresponding to which the EMD have not been received will not be opened and will stand rejected.
- ii) The tenders will be opened in presence of the attending tenderers or their representative at the time & date set for opening of tender as specified hereunder or on the extended tender opening of date and time of tender in case any extension is made thereafter to be notified to the tenderers. Tenderers' authorized representatives (up to two persons) may attend the opening.
- iii) The due date and time of opening of EMD (Part –I) & Qualifying Requirement & Techno-Commercial bid of bidder (Part – II) is as prescribed in the schedule of dates. After opening of the main cover, the envelope containing the EMD will be opened first and if EMD of requisite amount in proper mode is found only then envelope containing qualifying requirement & Techno-Commercial Bid will be opened.
- iv) Price Bid (Part – III) of tender of those tenderers who will be considered qualified in Part I & II by WBPDCCL will be opened subsequently at a later date. The due date & time of opening of Price bid will be duly intimated.

**b.) Evaluation of Tender:**

- i) Issuance of tender documents will not be construed to mean that such tenders are automatically considered qualified for the entire tender process.
- ii) The WBPDCCL reserves the right to accept any tender or reject any or all tenders or cancel/withdraw the invitation of tenders without assigning any reason for such decision. Such decision by WBPDCCL shall not be subjected to question by any tenderer and WBPDCCL shall bear no liability consequent upon such decision and the tenderers shall have no claim in this regard against WBPDCCL.
- iii) Evaluation of tender by WBPDCCL will be based on the information and documentary evidence submitted by the tenderers in response to the tender documents. The requirements as stipulated in the tender notice and documents are the minimum and WBPDCCL has the right to request for additional information. WBPDCCL reserves any right to reject any tender, if in the opinion of WBPDCCL the qualification data/documentary evidence submitted by the tenderer is incomplete/inadequate or tenderer is found not qualified to perform the work satisfactorily. The WBPDCCL reserves the right to reject any tender if it is found to be disqualified for providing incorrect and/or false information.
- iv) The WBPDCCL does not bind itself to accept the lowest tender and also reserves the right to split the work amongst more than one tender and also reserves the right to reject any or all tenders without assigning any reason whatsoever. The WBPDCCL reserves the right to place the order on the single bidder both for supply item and the job.
- v) Notwithstanding, anything stated above or elsewhere, the WBPDCCL reserves the right to assess the capability and capacity of the tenderer, should the circumstances warrant such assessment in the overall interest of the WBPDCCL.
- vi) While evaluation, the Committee may summon of the Bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.



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10. **Bid Validity:** The Bid shall remain valid for four (4) months from the date of opening of Price-Bid. During this period the Bidder shall not withdraw or amend his Bid. The quoted prices shall remain firm till completion of the supply.
11. **Acceptance of Tender:**  
Bidders must quote for item wise rate for all items as mentioned in BOQ sheet. Bids with Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to split the order, alter the quantity of any or all Bidders without assigning any reason whatsoever.
12. **Price:**
  - i) The contractor should quote rate after going through the entire relevant document uploaded for this tender of BTPS, WBPDC.
  - ii) The contractor should quote rate at individual item wise rate for all items as given in the Annexure-I.
13. **Inspection:** Inspection by the WBPDC authority or third party shall be carried out at the works of the successful tenderer prior to dispatch of materials. Inspection call shall be given by the party well in advance so as to enable the site engineers to reach in time. The cost of third party inspection will be borne by WBPDC. However, this clause may be waived by the controlling officer at his discretion in writing.
14. **Mode of Dispatch and Dispatch Instruction:** The materials shall be dispatched with a copy of test report by road transportation, duly insured, through bank approved road transporter on freight prepaid basis and shall be supplied on door delivery basis at BTPS site, prior to dispatch of the materials, interstate road permit shall be obtained from the Sr. Manager (F&A), BTPS, P.O.Tribeni, Dist. Hooghly on submission of requisite particulars of dispatch to him.
15. **Transit Insurance:** Necessary Transit Insurance will be arranged by party at their own cost and if it is not included thereafter transit insurance charges is to be mentioned in the Annexure-I.
16. **Excise Duty:** Excise duty at actuals, prevailing at the time of supply, will be reimbursed by WBPDC against valid documents along with the bill.
17. **Concessional sales Tax:** Since the materials will be directly used for the generation of electricity, concessional sales tax/VAT, either of state or of central prevailing at the time of supply will be paid to the successful tenderer along with the bill. Necessary VAT/Central sales Tax declaration Form will be issued by the Sr. Manager(F&A), BTPS on production of proof of delivery. Necessary Income tax/Sales tax clearance certificate up to date duly attested shall have to be submitted along with the offer.
18. **Packing:** The materials shall be properly and securely packed so as to conform to the transport norms and adequate care shall be taken so that no materials are damaged as a result of rough handling during loading/unloading/transit.
19. **Inspection at site:** After delivery, inspection of the materials and necessary dimensional checks will be conducted at BTPS Main store by the utiliser department. However, some critical dimensions and contours can be checked only after fitment in the pulverisers. If it is detected that defective materials have been supplied the same shall be replaced by you at your own cost, responsibility and arrangement including to and fro transportation cost within a reasonable time & thereafter SRV will be drawn and issued to the contractor.

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20. **Test Certificate:** Works test certificate for the following respect of the rings shall have to be submitted along with the consignment from party's own works :
- a.) Material Composition from a Govt. recognized testing laboratory.
  - b.) Hardness.
  - c.) Soundness and uniformity of thickness of materials.
  - d.) Dimensional report.
  - e.) Any other item, as deemed necessary.
21. **Unloading:** Unloading arrangement of the materials at BTPS will have to be arranged by the successful tenderer at his own cost. However, necessary handling facility available at site will be provided by the site authority free of cost.
22. **Drawing & fitment certificate:** The bidders have to collect the photocopies of drawings as available from the user department (Mr. Ujjal Sarkar, DGM (M) mob.: 8336903874) as well as any queries related to drawing data will be provided by the same person. The successful tenderer will have to submit a fitment certificate along with the supply to ensure proper fitting of the grinding elements in our existing pulverisers. In any case dimensional deviation is found at the time of fitting the elements supplied by the successful tenderer, all sorts of measures will be taken by the successful tenderer for rectification and proper fitting of the elements at our power station without any extra cost to WBPDCCL.
23. **Paying Authority:**  
The Dy. G. M. (F&A), BTPS or his authorized representative.
24. **Controlling Officer:**  
The Dy. G. M. (Mtce.), BTPS or his authorized representative.
25. **Consignee Officer:** The Sr. Manager (Stores), BTPS. Signed challan & SRV will be issued by the consignee officer after checking/approval and acceptance of materials at site.
26. **Award of Contract:**  
The Bids received and accepted will be evaluated by WBPDCCL according to the procedure detailed in the relevant clauses of this section. The acceptance of Bid and award of contract to one or more than one Bidder, if considered necessary, rests with WBPDCCL. It shall not be obligatory on the part of WBPDCCL to accept the lowest Bid. WBPDCCL would be at liberty to accept any Bid, in whole or part and to reject any or all the Bids received without assigning any reason and no explanation can be demanded of him by any Bidder.
27. **Reservation:** The WBPDCCL reserves the right to deviate any of the terms & conditions stated herein and to split up the orders as when required and reject any or all tenders without assigning any reason whatsoever and does not bind itself to accept the lowest tender.
28. **Correspondence:**  
All correspondences in regard to this procurement shall be made to the following address:  
SR. MANAGER (STORE & PURCHASE)  
BANDEL THERMAL POWER STATION  
P.O.: TRIBENI, DIST: HOOGHLY, PIN – 712503.
- Contact Nos. Phone: 033-26812243, Mob.: 8336903834;  
Fax No.033-26846151;  
Email: [purchase\\_btps@wbpdcl.co.in](mailto:purchase_btps@wbpdcl.co.in)

**SECTION-III**

**GENERAL CONDITIONS**

**General Terms & Conditions**

The work shall be covered strictly as per enclosed schedule of items and in conformity with the terms & conditions as directed from the controlling officer.

**1. Liquidated Damage (L.D):**

If the materials are not delivered within the date as specified in this order and as the time is the essence of the contract, the WBPDCCL has every right without any prejudice to any other clauses to terminate the order forthwith and to allot the same to any other Agency, for supplying the materials and in that case, you shall be fully liable to compensate the loss that may occur to the WBPDCCL on that account.

If the materials are not delivered within the date as specified in this order, a Penalty of @ ½% of the value of un-delivered portion of the ordered material will be deducted from your bill for each and every week of delay or part thereof limited to an amount equal to 5% of the total value of the order.

The imposition of the above penalty is, however, subject to the force majeure conditions such as strike, fire hazard, flood, earthquake, epidemic, etc. for which the contractor shall have to serve a notice to WBPDCCL within 10 (ten) days from the date of occurrence of such happening with proper documents issued from appropriate authority for consideration.

**2. Taxes and Duties:**

All Govt. Taxes & Levies as applicable i.r.o Supply will be paid extra as per rule. Concessional S.T. Declaration form, if required, will be issued after completion of delivery as per norms prevailing.

**3. Indemnification of the Owner:**

The Contractor, its successor & assignee shall indemnify the Owner and its representatives or anybody rendering service to the Owner or are connected with the Owner's work from all current & future liabilities that may arise out of this contract entered into between the Contractor & the Owner. The indemnity under this clause shall include all costs, charges, expenses on account of any claims, demands, actions and proceedings against the Owner in respect of such loss or damage.

**4. Risk Purchase:**

The time for delivery stipulated in the Contract shall be deemed to be essence of Contract. In case the Contractor fails to deliver/despatch any consignment within the stipulated time, the Owner should be entitled to procure such consignments and items on account and risk of the Contractor.

**5. Settlement of dispute:**

Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by the Purchaser subject to a written appeal by the Contractor to the Purchaser, whose decision shall be final to the parties hereto. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

**6. Arbitration:**

If any dispute or differences of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the work whether during the progress of the Work or after its completion or whether before or after the termination, abandonment or breach of the Contract, shall be settled amicably. If, however, the parties are not able to resolve the disputes amicably, shall be

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settled by Arbitration under sole Arbitrator in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the conciliation & Arbitration Act 1996 and the award in pursuance thereof shall be binding on the parties. The venue of arbitration shall be in Kolkata.

Performance of the Contract shall continue during arbitration proceeding unless the Purchaser shall order the suspension thereof or any part thereof and if any such suspension shall be added to the Contract Price. No payments due or payable by the Purchaser shall be withheld on account or a pending reference to arbitration.

7. **Force Majeure:**

Force Majeure is herein defined as (1) any cause which is beyond the control of the Contractor or Purchaser, as the case may be (2) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics, (3) acts of any Government authority, Indian or foreign, including but not limited to war, quarantines, embargoes, licensing control or production or distribution restrictions, (4) accidents and disruptions, including but not limited to fires, explosions, (5) transportation delay due to force majeure or accident (6) strikes continuing for more than three (3) weeks and sabotage, (7) failure or delay in the Contractor's source of supply due to force majeure causes enumerated at (1) to (6) above except defective forging and castings, and (8) failure to reach agreement as set forth below.

The Contractor shall not be liable for delay in performing his obligations resulting directly or indirectly from any force majeure cause as referred to and defined in paragraph above. Dates of shipment shall subject to as hereinafter provided be extended for a period equal to the time lost for such activity by reason of any such cause after adjustment for float of that activity. If any such delay lasts for more than two (2) months, the parties shall immediately consult with one another for the purpose of agreeing upon an unfinished work. However, if after a delay of six months the parties do not agree upon a solution of the problems involved including adjustment of the price, such price adjustment being both upward and downward depending on the variation in the basic indices of materials and labour provided however, if complete shipping is made within twelve(12) months from the commencement of delay, there shall be no price adjustment, then either party may by written notice, cancel that portion of the equipment which is delayed. If the Purchaser is the canceling party, the question whether he shall pay any cancellation charges and if so the amount of such charges shall be decided by arbitrator as herein provided. If the Contractor is the canceling party, the Purchaser shall not be obliged to pay any cancellation charges. All the provisions of this Clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the Contractor to perform. Either party shall within seven (7) days from the occurrence of such a cause notify the other in writing of such cause.

Performance to continue: Upon the occurrence of any circumstances of any Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer.

8. **Performance to continue:** Upon the occurrence of any circumstances of any Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer.

**SECTION-IV**

**SCOPE OF WORK & TECHNICAL SPECIFICATION**

1) **Scope of Work**

Supply of Grinding Ring & Ball sets as per the quantity and technical specifications detailed below:

	<b>Material Code</b>	<b>Description Of Material</b>	<b>Quantity</b>
01.	00C060715	<p>Top Grinding &amp; Bottom Grinding Rings <b>Technical Specification of the Rings ( Each set )</b> A) 01. Top Grinding Rings : Conforming to drawing no. BNDL/MECH/60/A in Nihard-IV materials. Hardness: 580 to 625 BHN. 02. Bottom Grinding Rings : Conforming to drawing no. BNDL/MECH/59/A in Nihard-IV materials. <b>N.B:</b> Finished casting shall be free from Blow Holes. Dents are to be fitted to give smooth finish. Careful machining shall be done so as to fulfill the specification &amp; drawings. Deviation from specified limits of machining shall in no case be acceptable. The bottom shall have to be fitted within M.S. band ring of 30 mm thickness. <b>Chemical Composition:</b> C% - 2.8 – 3.2 Si% - 1.5 – 2.0 Mn% 0.2 - 0.5 S% 0.05 (Max.) P % 0.05 (Max.) Cr% 8.5 - 9.8 Ni % 5.1 - 6.5 Mo% 0.25 (Max.)  Hardness: 580 to 625 BHN.</p>	08 (Eight) Sets
02.	00C060782	<p>Grinding Ball, Size : 12 1/4" <b>Technical specification of Unmachined hollow grinding balls for EL-76 pulverisers duly cast heat treated</b>  Material composition: High chrome Moly Steel <b>Chemical Composition:</b> C% - 0.6 - 0.85 Si% - 0.5 - 1.1 Mn% 0.2 - 0.5 S% 0.05 (Max.) P % 0.05 (Max.) Ni % 0.5 - 0.8 Mo% 0.2 - 0.4  Hardness: 400 to 450 BHN. The out of roundness of the balls shall be within 3 mm on the diameter. Size: (a) 12 1/4" O.D. (One Set = 18 nos.)</p>	288 (Two hundred eighty eight) Nos.

2.) **Technical Specifications & Conditions:**

- a) The bidders will have to furnish separate offers for alternative materials of construction along with material test certificates for material composition & hardness for each consignment.
- b) The bidders will have to furnish the offer considering without buy back arrangement only, as mentioned in the Annexure – I.
- c) Each ring set is to be manufactured as per Drg. Nos. BNDL/MTCE/59 & 60.
- d) Fitment guarantee is to be furnished along with each set of rings.
- e) Bidders will have to stand guarantee for their ring set with new /used balls of different filling sizes materials & make.
- f) Guaranteed life: The grinding rings & balls individually or in combination shall have to be guaranteed for a working life of 5000 performed running hrs. In case of premature failure of any ring and / or balls, the manufacturer shall be liable to replace the same / refund the cost of the ring and/or ball to WBPDCCL on the basis of the stipulations as prescribed in the performance guarantee clause.

**Note:-**

01. A Guarantee Certificate in line with the above shall be furnished with the acceptance letter or order bill.
02. The above guarantee will also be applicable for contractor's own make ring and / or ball when used with ring and/or ball manufactured by other manufacturer.
03. The quantity of materials as indicated in this document may increase or decrease at the time of placement of order.

**ANNEXURE-I**

**Price Bid for Procurement of Grinding Rings& Balls (Both for outright purchase arrangement)**

The Contractor shall quote prices strictly as per the following format:  
(Firm price shall be quoted), A= Without buy back price.

Sl. No.	Description	Quantity	Unit Rate (Ex-Works) (Rs.)	Total Amount (Rs.)
			A	A
a.	Grinding rings set (Nihard-IV) as per specification (one set consists of 1 no. top ring & 1 No bottom ring). Material: Nihard-IV. Hardness : 580–625 BHN	8 Sets		
b.	High chrome Moly steel hollow grinding balls as per specification (1 set consists of 18 Nos. unmachined hollow grinding balls)-2sets for one set off ring. Hardness :400–450 BHN	288 Nos		
c.	Total Ex-Works Price (Item a. + b. above).			
d.	Excise duty@ % (on the basis of the present rate) on Ex-Works price.			
e.	Sales Tax at concessional rate @ % (on the basis of the present rate) on c. + d. above.			
f.	Packing & Forwarding charges @ % (in percentage of Ex-Works price).			
g.	Transit Insurance charges @ % (in percentage of Ex-Works price).			
h.	Freight from Works to BTPS site Store by Road Transportation on Door Delivery basis including unloading at Site [for a trip of 1 Set of Ring and 2 sets of Ball].	8 Trips		
i.	Grand Total (Item c. to h.)			
<b>Total (in words) A: (Rupees</b>			<b>only)</b>	

**ANNEXURE-II**

**The West Bengal Power Development Corporation Ltd**

**BANK GUARANTEE FORM**

Articles of Agreement made this ..... day of .....Two Thousand Fourteen.

BETWEEN

Hereinafter called the "Bank" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART and The West Bengal Power Development Corporation Limited (A Government of West Bengal Undertaking) incorporated under the Companies Act, 1956 having its Registered Office at Bidyut Unnayan Bhaban,3/C, LA Block, Bidhannagar, Sector –III, Kolkata – 700 098, hereinafter referred to as "WBPDC" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the other part.

WHEREAS the WBPDC had invited Tenders for .....

AND WHEREAS

(Hereinafter referred to as the "Bidder / s") has / have submitted a Tender to the said WBPDC for the said work of .....

AND

WHEREAS one of the terms and conditions on which such Tender was accepted was that the Bidder / s shall in lieu of furnishing Earnest / Security Money for the due fulfillment and observance of the terms and conditions of the Tender / Contract in the manner prescribed in the Tender shall furnish a Bank Guarantee for the sum of Rs.....(Rupees .....only) as security for the due fulfillment, performance and observance by the Bidder / s of the terms and conditions and covenants of the contract to be entered into by the Bidder / s with WBPDC.

AND WHEREAS the said ..... has/have requested WBPDC to accept the Guarantee by the said Bank of the sum of Rs..... (Rupees .....only) as security for the due observance,

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*Registered & Corporate Office:*

*'Bidyut Unnayan Bhavan', Plot – 3/C, LA – Block, Salt Lake City, Sector – III, Kolkata – 700 098*

\*Phone : 033-2335-0445/2335-0571/2339-3100 Fax : 033-2339-3286/2335-0516\* website : [www.wbpdcl.co.in](http://www.wbpdcl.co.in).



## *The West Bengal Power Development Corporation Limited*

fulfillment and performance by the Bidder/s of the terms and conditions of the covenants on the part of Bidder/s contained in the Agreement to be entered into by the Bidder/s with WBPDCCL and WBPDCCL has agreed to the said proposal upon the Bank agreeing to observe, fulfill and perform the terms and conditions hereinafter contained and binding itself for the same.

WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. That should the said Bidder/s .....  
..... fail/s and neglect/s to deposit with WBPDCCL the said sum of Rs..... (Rupees ..... only) in cash with terms of the Tender submitted by the said.....  
for the due observance, performance and fulfillment by the said ..... of the terms and conditions and covenants on the part of the said ..... Contained in the Agreement to be entered into by the said .....with the WBPDCCL.
2. That the said sum of Rs..... (Rupees ..... only) in cash so to be deposited by the Bank to WBPDCCL as provided in Clause I hereof shall be liable to be forfeited and appropriated to its own use by the WBPDCCL in the case of any breach or non-fulfillment or non-observance by the said..... of any of the terms and conditions of the said Tender or of the Agreement to be entered into by the said..... with the provisions therefore regarding the forfeiture of the said sum of Rs..... (Rupees ..... only) so deposited as aforesaid.
3. That the Bank shall otherwise keep WBPDCCL saved harmless and indemnified in respect of any breach of the terms, conditions and covenants of the said Tender by the same ..... or of the Agreement to be entered into by the said.....with WBPDCCL as aforesaid limited to the extent of the said sum of Rs..... (Rupees..... only) unless and until the said sum is so deposited with WBPDCCL.

**The West Bengal Power Development Corporation Limited**

4. That upon depositing of the said sum of Rs..... (Rupees ..... ) only by the Bank to WBPDCCL in accordance with the provisions of Clause I hereof the Bank shall have no rights whatsoever in the said amount nor shall the Bank be entitled to required WBPDCCL to account for the same or question of validity of the forfeiture of the said sum or to make any claim whatsoever in respect of the said sum of Rs .....(Rupees ..... only).
5. IN WITNESS WHEREOF the said ..... has hereunto set and subscribed its hand and seal the day and month and year first above written. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before .....

The common Seal of the ..... has been hereto affixed by and its Directors who have also affixed their signature here to as such in the presence of The West Bengal Power Development Corporation Ltd